

CHRISTY & VIENER

RICHARD A. ANDERMAN
ROBERT S. APPEL
STEVEN R. BERGER
JAMES S. BOYNTON
ANTHONY J. CARROLL
ARTHUR H. CHRISTY
L. DAVID CLARK, JR.
RUSSELL J. DASILVA
RICHARD M. ESTES
P. GREGORY HESS
DAVID G. LEVERE
JEROME M. LEWINE
LAURENCE S. MARKOWITZ
JON J. MASTERS
WAYNE C. MATUS
RICHARD SALOMON
DANIEL J. SULLIVAN
KENNETH W. TABER
FRANKLIN B. VELIE
JOHN D. VIENER

620 FIFTH AVENUE
NEW YORK, NEW YORK 10020

(212) 632-5500

FRANCIS T. CHRISTY
(1897-1979)

PAUL H. BRIGER
COUNSEL

FACSIMILE
(212) 632-5555

INTERSTATE COMMERCE COMMISSION DIRECT DIAL NUMBER
(212) 632-

9-088A021

Date March 27, 1989

Fee \$ 100.00

ICC Washington, D.C.

BY FEDERAL EXPRESS

Secretary
Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

Attention: Ms. Mildred Lee
Room 2303

Re: Leveraged Lease Transaction
Recordation No. 12638,
originally filed December 22,
1980, as supplemented on
August 3, 1982

Dear Secretary:

Enclosed herewith for recording pursuant to 49 U.S.C.
§11303 are the following:

1. Two executed and notarized copies of an Assignment, Assumption and Novation Agreement, dated as of March 27, 1989, among AmeriLease, Inc., NEMLC Leasing Corporation, The Canadian Wheat Board, as Lessee, First Security Bank of Utah, N.A., as Trustee, Mercantile-Safe Deposit and Trust Company, as Agent, Crown Life Insurance Company, as Permanent Investor, and AmeriGas, Inc; and
2. Our check in the amount of \$13.00 in payment of the filing fee.

MAR 29 3 20 PM '89
MOTOR OPERATING UNIT

Secretary
Interstate Commerce Commission
Page 2

March 27, 1989

Please return the stamped copy of the Assignment, Assumption and Novation Agreement to the undersigned at the above address.

Pursuant to the Assignment, Assumption and Novation Agreement, AmeriLease, Inc. (as successor-in-interest to AmeriGas, Inc.) sold 100% of its interest in the transaction to NEMLC Leasing Corporation. AmeriLease, Inc.'s address is c/o Phoenix Ventures, Inc., 901 Main Street, Suite 6000, Dallas, Texas 75202. NEMLC Leasing Corporation's address is 28 State Street, Boston, Massachusetts 02107. The addresses of the other parties to the Assignment, Assumption and Novation Agreement are attached to this letter.

The original primary transaction documents to which the enclosed secondary document is connected were filed on December 22, 1980 under Recordation Nos. 12638, 12638-A and 12638-B, and were supplemented on August 3, 1982 under Recordation No. 12638-C. The documents relate to the leasing of 200 covered railroad hopper cars by the Canadian Wheat Board, Road Nos. CPWX 606102 through 606301 (inclusive).

If you have any questions, please do not hesitate to contact me at 212-632-55088.

Very truly yours,


Steven R. Berger

SRB:jmm
Enclosures

YP-3523/B

The Canadian Wheat Board
423 Main Street
Winnipeg, Manitoba R3C 2P5
Canada
Attention: Treasurer/Comptroller

AmeriLease, Inc.
c/o Phoenix Ventures, Inc.
Suite 6000
901 Main Street
Dallas, Texas 75202
Attention: Chairman

NEMLC Leasing Corporation
28 State Street
Boston, Massachusetts 02109
Attention: General Counsel

AmeriGas, Inc.
P.O. Box 858
Valley Forge, Pennsylvania 19482
or
460 North Gulph Road
King of Prussia, Pennsylvania 19406
Attention: General Counsel

First Security Bank of Utah, N.A.
79 South Main Street
Salt Lake City, Utah 84111
Attention: Trust Division
Corporate Trust Department

Mercantile-Safe Deposit and Trust
Company
P.O. Box 2258
Two Hopkins Plaza
Baltimore, Maryland 21203
Attention: Corporate Trust Department
G Level

Crown Life Insurance Co.
120 Bloor Street East
Toronto, Ontario
Canada M4W 1B9

12638-2
MAR 29 1989 -3 25 PM
INTERSTATE COMMERCE COMMISSION

Assignment, Assumption and Novation Agreement

ASSIGNMENT, ASSUMPTION AND NOVATION AGREEMENT, dated as of March 27, 1989, among AMERILEASE, INC., a Delaware corporation ("Assignor" or the "Company"), NEMLC LEASING CORPORATION, a Massachusetts corporation ("Assignee"), THE CANADIAN WHEAT BOARD, a body corporate acting as agent of Her Majesty in Right of Canada ("Lessee"), FIRST SECURITY BANK OF UTAH, N.A., as Trustee ("Trustee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent ("Agent"), AMERIGAS, INC., a Pennsylvania corporation ("AmeriGas"), and CROWN LIFE INSURANCE COMPANY, as Permanent Investor (the "Permanent Investor").

WHEREAS, the Company is a party to a supplemental Participation Agreement and Amendment, dated as of July 15, 1982, the "Supplemental Participation Agreement"), among The Canadian Wheat Board, as Lessee, Mercantile Safe Deposit and Trust Company, as Agent, the Company (as successor-in-interest to AmeriGas, Inc.) as Owner, First Security of Utah, N.A., as Trustee, Morgan Guaranty Trust Company of New York as Investor, and New England Mutual Life Insurance Company, as Permanent Investor;

WHEREAS, Assignor and Trustee are parties to a Trust Agreement, dated as of September 15, 1980, as amended and supplemented (the "Trust Agreement"); and

WHEREAS, the Lessee, the Agent, the Company (as successor-in-interest to AmeriGas, Inc.), the Trustee and the Investor are parties to a Participation Agreement, dated as of September 15, 1980, which was amended and restated (and to which the Permanent Investor was added as a party) pursuant to the Supplemental Participation Agreement (such Participation Agreement, as amended and restated and in the form set forth as Exhibit I to the Supplemental Participation Agreement and in effect on the date hereof, taken together with the Supplemental Participation Agreement, herein called the "Participation Agreement");

WHEREAS, National Steel Car Limited (the "Builder") and the Trustee are parties to a Conditional Sale Agreement, dated as of September 15, 1980, which was amended and restated pursuant to the Supplemental Participation Agreement (such Conditional Sale Agreement, as amended and restated and in the form of Exhibit A to the Participation Agreement and in effect on the date hereof, herein called the "CSA");

WHEREAS, the Trustee and the Lessee are parties to a Lease Agreement, dated as of September 15, 1980, which was amended and restated pursuant to the Supplemental Participation Agreement (such Lease Agreement, as amended and restated and in the form of Annex C to the CSA and in effect on the date hereof, herein called the "Lease");

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), wherein Assignor has agreed to sell, and Assignee has agreed to purchase, all of Assignor's beneficial interest in the Trust (as hereinafter defined) which holds title to 200 covered railroad hopper cars (the "Equipment") and

WHEREAS, Assignee has agreed to be deemed a party to the Participation Agreement and the Trust Agreement and certain other agreements with respect to which Assignor is a party and to be bound by all of the respective terms thereof, and to undertake all of the obligations of an Owner thereunder.

NOW, THEREFORE, in consideration of the promises herein made and subject to the terms and conditions herein set forth, the parties hereto agree as follows:

1. Definitions. The following terms, as used herein, have the following respective meanings:

"AmeriGas Assignment Agreement" means, collectively, the Agreement, dated as of December 1, 1982, between AmeriGas and Assignor, and the Assignment and Assumption Agreement, dated as of December 1, 1982, between AmeriGas and Assignor.

"Builder Assignment" means the Assignment and Assumption Agreement, dated as of September 15, 1980, between the Builder and the Agent.

"Closing" means the consummation of the sale and purchase of the Transferred Rights.

"Participation Agreement" shall have the meaning set forth in the third recital to this Agreement.

"Permitted Liens" means (i) the rights of the Lessee under the Transaction Documents and (ii) the lien upon the Equipment created under the CSA in favor of the Agent

(as assignee of the Builder pursuant to the Builder Assignment).

"Purchase Agreement" shall have the meaning set forth in the sixth recital to this Agreement.

"Transaction" means the transactions contemplated by the Transaction Documents.

"Transaction Documents" means the documents listed in Schedule A attached hereto.

"Transferred Rights" means all of Assignor's right, title and interest in and to the following: (i) the Transaction Documents, (ii) the Trust Agreement and Assignor's beneficial interest in the Trust Estate, and (iii) Assignor's beneficial interest in the Transaction, but excluding any rights of Assignor to any liability insurance proceeds or indemnities under the Transaction Documents for claims or matters occurring before the Closing.

"Trust" means the trust established pursuant to the Trust Agreement.

"Trust Estate" shall have the meaning assigned to such term in the Trust Agreement.

2. Assignment. As of the date hereof, Assignor irrevocably hereby sells, assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Transferred Rights, provided, however, that Assignor hereby reserves, and does not transfer, such rights, titles and interests of Assignor in indemnities in the Transaction Documents in favor of Assignor to the extent that such rights, titles and interests in such indemnities have accrued in favor of Assignor prior to the date of this Agreement and relate to events that have occurred prior to the date hereof.

3. Assumption. As of the date hereof, Assignee hereby accepts the foregoing assignment and, with respect to periods on and after such date, agrees to assume and be bound by all of the terms of, and to undertake all of the obligations and liabilities of Assignor in respect of the Transferred Rights which are expressly set forth in the Transaction Documents to the same extent as if Assignee were a party to such appropriate Transaction Documents. Assignee hereby agrees that it shall be deemed to be a party to the Participation Agreement, the Trust Agreement, and all other

Transaction Documents to which the Owner is a party or is bound, and from and after the Closing, all references to the Owner in the Transaction Documents shall be deemed to include Assignee. Without limiting any of the indemnification obligations set forth in the Purchase Agreement, (a) Assignor shall indemnify and hold Assignee harmless from and against any and all claims, liabilities, damages, losses, costs or expenses, including, without limitation, reasonable attorneys' fees and costs, incurred by or asserted against Assignee resulting from or arising out of or incurred with respect to (i) the incorrectness as of the Closing of any representations or warranties or the breach of, or the failure to perform, any covenants made by Assignor herein, (ii) any act or omission by Assignor prior to the Closing in respect of the Transaction, the Transaction Documents or the Transferred Rights, and (iii) Assignor's failure to pay any taxes or similar charges resulting in an imposition of a lien on the Transferred Rights or the Trust Estate; provided, however, that in no event shall Assignor have any obligation under clause (a)(ii) of this sentence with respect to events or occurrences (x) for which and to the extent that the Lessee has an obligation to indemnify Assignee pursuant to the Lease, or (y) to the extent that the event or occurrence giving rise to such claim for indemnification was not in the sole control of Assignor and (b) Assignee shall indemnify and hold Assignor harmless from and against any and all claims, liabilities, damages, costs or expenses, including without limitation reasonable attorneys' fees and costs, resulting from or arising out of or incurred with respect to (i) the incorrectness as of the Closing of any representations or warranties or the breach of, or the failure to perform, any covenants made by Assignee herein, (ii) the liabilities expressly assumed by Assignee pursuant to Section 2.2 of the Purchase Agreement or pursuant to this Section 3 or Section 4(b) of this Novation Agreement, (iii) any act or omission by Assignee after the Closing in respect of the Transaction, the Transaction Documents or the Transferred Rights, (iv) Assignee's failure to pay taxes imposed on the net income of Assignee resulting in the imposition of a lien on the Transferred Rights or the Trust Estate, and (v) any violation of applicable law or the Transaction Documents by the Assignee which arises out of or results from the transfer after the Closing by Assignee of the Transferred Rights or any part thereof; provided, however, that in no event shall Assignee have any obligation to indemnify Assignor with respect to events or occurrences (x) for which and to the extent that the Lessee (A) has an obligation to indemnify Assignor pursuant to the Lease or (B) would have had such an obligation but for the waiver or

release by Assignor under this Agreement of such obligation of the Lessee, or (y) to the extent that the event or occurrence giving rise to any such claim for indemnification was not in the sole control of Assignee.

4. Novation.

(a) Except as provided in Section 4(d) of this Agreement, from and after the date of this Agreement all of Lessee's obligations under the Transaction Documents with respect to AmeriGas and Assignor (but not with respect to Trustee) shall be terminated and in substitution therefor, such obligations of Lessee shall be for the benefit of Assignee and Assignee shall be entitled to all of the benefits, rights, titles and interests of AmeriGas and Assignor as if Assignee originally had been named as the "Owner" referred to in the Transaction Documents (subject, however, to the amendments to the Lease and Annex A thereto described in Section 5 hereof); provided, that notwithstanding the foregoing, but without limiting Assignee's rights as aforesaid, AmeriGas and Assignor hereby respectively reserve such rights, titles and interests (if any) of AmeriGas and Assignor as the case may be, in indemnities by Lessee in favor of AmeriGas and Assignor, as the case may be, pursuant to the fifth paragraph of Section 9 of the Lease and Section 15 of the Lease, but, in the case of Section 15 of the Lease, only to the extent that such rights, titles and interests in such indemnities relate exclusively to events and circumstances that have occurred during the period prior to the Closing.

(b) Notwithstanding the provisions of Section 4(a) hereof, AmeriGas and Assignor shall remain liable to Lessee for all obligations of "Owner" other than obligations explicitly assumed by Assignee pursuant to Section 3 and this Section 4(b). For the benefit of the Lessee, Assignee hereby assumes (and AmeriGas and Assignor are released from) such obligations of "Owner" under the Transaction Documents to which the Lessee is a party that arise out of events occurring during the period from and after the Closing.

(c) The Lessee confirms and agrees to all of the terms and conditions of the Transaction Documents to which it is a party as amended by this Agreement, all of such Transaction Documents being incorporated by reference herein with the same force and effect as if fully set forth herein.

(d) The Lessee confirms and agrees that, notwithstanding any other provision of the Transaction Documents, Assignor and AmeriGas shall continue to be entitled to all of the rights and benefits contained in Section 9 of the Lease to the same extent as if Assignor and AmeriGas, as the case may be, continued to be the "Owner" thereunder.

5. Specific Provisions. Without limiting Sections 1, 2, 3 and 4 hereof, Lessee agrees that Assignee as "Owner" shall be entitled to all of the rights and benefits of the Owner (a) under the Lease including, but not limited to, the rights and benefits of Section 6 (Taxes), 9 (Disclaimer of Warranties; Compliance with Laws and Rules; Indemnification), 10(d) (Default), 15 (Tax Indemnification), 22 (Immunities; No Recourse, and 24 (Payment of certain Expenses) and Annex A (Tax Indemnification) of the Lease and (b) under the Participation Agreement including, but not limited to the rights and benefits of, Sections 11 (Lessee Reports), 14 (Notice of Default) and 16 (Nonrecourse Nature of Trustee's Obligations) in each case as if named "Owner" therein; provided, however, that effective as of the date hereof, the Lease and Annex A thereto shall be amended as provided below, and, provided further, that with respect to Annex A of the Lease, any indemnity to be made to the Purchaser with respect to the loss of depreciation deductions shall be no greater than the amount of any indemnity payment that would have been payable to the Assignor had the Assignor continued to be the Owner.

Each of the undersigned hereby consents and agrees to the following amendments to the Transaction Documents:

(x) Amendments to the Lease.

(i) Section 6(b)(1) of the Lease shall be amended by inserting after the word "allowed" at the end of clause (iii) thereof, the following:

"provided; however, that for purposes of determining the aforesaid limitation on the aggregate amount of such credit, each Indemnitee shall be considered to have foreign source income no greater than the foreign source income arising from the transactions contemplated by the Participation Agreement."

(ii) The last paragraph on page L-22 under § 10 is deleted in its entirety and in substitution therefor the following paragraph is inserted:

"In the event the Lessee shall fail to pay any amount hereunder by reason of the failure to obtain the necessary Parliamentary appropriations, then the Lessor, at its option may, by notice in writing to the Lessee, terminate this Lease, whereupon all rights of the Lessee to the use of the Units shall absolutely cease and terminate as though this Lease had never been made, but the Lessee shall remain liable as herein provided and the Lessor shall have all of the remedies set forth in paragraphs (A) and (B) above."

(iii) The year "1954" appearing in the fourth line of paragraph (a)(2) of Annex A to the Lease is amended so as to read "1986";

(iv) Paragraph (a)(3) of Annex A to the Lease is deleted and paragraphs (a)(4) and (5) are hereby re-numbered (a)(3) and (4), respectively;

(v) Paragraph (c)(2) of Annex A to the Lease is amended so as to add the word "or" after "thereto,";

(vi) The reference in paragraph (d)(3) of Annex A to the Lease to "paragraph (k)" is hereby amended so as to read "paragraph (j)";

(vii) Paragraph (h) of Annex A to the Lease is deleted in its entirety;

(viii) Paragraphs (i), (j), (k) and (l) of Annex A to the Lease are renumbered to read (h), (i), (j) and (k), respectively; and

(ix) New paragraph (j) of Annex A to the Lease is amended so as to delete the following parenthetical beginning on the last line of page 12: "(excluding payments under paragraph (h) which are attributable to a reduction in the Canadian withholding tax rate)," and so as to delete the following parenthetical beginning on line 4 of page 13: "(excluding payments under paragraph (h) which are attributable to the first 5 percentage point reduction in the Canadian withholding tax rate from 15%)."

(y) Amendment to the Participation Agreement. The fifth paragraph of Section 12 of the Participation Agreement is deleted in its entirety and the following paragraph is substituted in lieu thereof:

8. Representations and Warranties of Assignor.
Assignor hereby represents and warrants as follows:

(a) Organization and Good Standing. Assignor is a corporation duly organized, legally existing and in good standing under the laws of the State of Delaware and is duly qualified to do business and is in good standing as a foreign corporation in each jurisdiction where failure to do so could have material adverse effect on the ability of Assignor to perform its obligations under this Agreement.

(b) Power and Authority. Assignor has full corporate power and authority to execute, deliver and perform this Agreement and to own or lease its properties and to carry on its business as now conducted.

(c) Due Authorization. This Agreement has been duly authorized, executed and delivered by Assignor and, assuming the due authorization, execution and delivery by other parties hereto, constitutes a legal, valid and binding obligation of Assignor, enforceable against it in accordance with its terms except as such enforcement may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application affecting creditors' rights generally or by general principles of equity.

(d) Consents and Filings. No authorization, consent or approval of, notice to or filing with any governmental authority or third party is required for the execution, delivery or performance by Assignor of this Agreement except (i) the consents required by the Transaction Documents, which have been obtained and are in full force and effect, and (ii) the filing of this Agreement with the Interstate Commerce Commission under 49 U.S.C. § 11303.

(e) Compliance with Instruments and Statutes. Neither the execution, delivery or performance by Assignor of this Agreement nor compliance with the terms and provisions hereof, conflicts or will conflict with or will result in a breach or violation of any of the terms, conditions or provisions of any law, governmental rule or regulation or the Certificate of Incorporation or By-laws of Assignor or any order, writ, injunction or decree of any court or governmental authority against Assignor or by which Assignor or any of its properties are bound, or any indenture, mortgage or contract or other agreement or instrument to which Assignor is a party or by which the Assignor or any of its properties are bound, or constitutes or will constitute with

"All documents and funds deliverable hereunder to the Owner shall be delivered to it at 28 State Street, Boston, MA 02109, Attention: General Counsel."

6. Indemnification.

(a) By Assignor of Lessee. Assignor shall indemnify and hold the Lessee harmless from and against any taxes, levies or other such amounts payable by the Lessee as a direct result of the sale by Assignor of the Transferred Rights.

(b) Waiver by Assignor and Assignee. Each of Assignor and Assignee hereby waives its right to be indemnified and held harmless by the Lessee in respect of any taxes, levies or other such amounts payable by it as a direct result of the Sale by Assignor of the Transferred Rights.

(c) Release of Lessee by Assignor. Assignor hereby releases the Lessee from all claims which Assignor now has or may hereafter have with respect to the Transaction Documents, except that the foregoing release shall not apply to any casualty occurrences prior to the Closing Date irrespective of when the Lessee or Assignor has actual notice of such casualty occurrence.

7. Consents and Certain Representations. Each of the undersigned (other than Assignor, Assignee and AmeriGas), by executing this Agreement, hereby:

(a) consents to the transfer of the Transferred Rights from Assignor to Assignee and to the form and substance of this Agreement, and to the amendments to the Transaction Documents effected by this Agreement;

(b) represents that it is not in default of any of its obligations under the Transaction Documents and, to the best of its knowledge, no default has occurred and is continuing, and no event has occurred which, with notice or lapse of time, or both, would constitute such a default under the Transaction Documents; and

(c) consents to the release of AmeriGas and Assignor from all obligations under the Transaction Documents from and after the date of the transfer from the Assignor to the Assignee, except as expressly provided herein.

or without the giving of notice or the lapse of time or both, a default thereunder or will result in the imposition of any lien upon the assets of Assignor.

(f) Legal Proceedings. There are no suits or proceedings against Assignor pending or, to the knowledge of Assignor threatened, in any court or before any regulatory commission, board or other governmental administrative agency which, if adversely decided, could have a material adverse effect on the ability of Assignor to fulfill its obligations under this Agreement or under the Purchase Agreement.

9. Representations and Warranties of Assignee. Assignee hereby represents and warrants as follows:

(a) Organization and Good Standing. Assignee is a corporation duly organized, legally existing and in good standing under the laws of the Commonwealth of Massachusetts and is duly qualified and is in good standing as a foreign corporation in each jurisdiction where failure to do so could have a material adverse effect on the ability of Assignee to perform its obligations under this Agreement.

(b) Power and Authority. Assignee has full corporate power and authority to execute, deliver and perform this Agreement and to own or lease its properties and to carry on its business as now conducted.

(c) Due Authorization. This Agreement has been duly authorized, executed and delivered by Assignee and, assuming the due authorization, execution and delivery thereof by Assignor, constitutes legal, valid and binding obligations of Assignee, enforceable against it in accordance with its terms except as such enforcement may be limited by as applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application affecting creditors' rights generally or by general principles of equity.

(d) Consents and Filings. Except for notices and consents required to be provided or obtained pursuant to the Transaction Documents, no authorization, consent or approval of, notice to or filing with any governmental authority or third party is required for the execution, delivery or performance by Assignee of this Agreement.

(e) Compliance with Instruments and Statutes. Neither the execution, delivery or performance by Assignee

of this Agreement nor compliance with the terms and provisions hereof or thereof, conflicts or will conflict with or will result in a breach or violation of any of the terms, conditions or provisions of any law, governmental rule or regulation or the organizational documents of Assignee or any order, writ, injunction or decree of any court or governmental authority against Assignee or by which it or any of its properties is bound or any indenture, mortgage or contract or other agreement or instrument to which Assignee is a party or by which it or any of its properties is bound, or constitutes or will constitute, with or without the giving of notice or the lapse of time or both, a default thereunder.

(f) Legal Proceedings. There are no suits or proceedings against Assignee pending, or to the knowledge of Assignee threatened, in any court or before any regulatory commission, board or other governmental administrative agency which, if adversely decided, could have a material adverse effect on the ability of Assignee to fulfill its obligations under the Purchase Agreement or this Agreement.

(g) Net Worth. As of August 31, 1988, Assignee had capital, surplus and retained earnings, calculated in accordance with generally accepted accounting principles, of at least \$5,700,000.

10. Representations and Warranties of the Lessee.
The Lessee hereby represents and warrants as follows:

(a) The Lessee is a body corporate created by The Canadian Wheat Board Act (Canada) and is for all purposes an agent of Her Majesty in right of Canada ("Canada"), and the obligations of the Lessee hereunder and under the Lease as amended hereby constitute direct obligations of Canada.

(b) This Agreement and the Transaction Documents as amended hereby have been duly authorized, executed and delivered by the Lessee, and assuming due authorization, execution and delivery by the other parties thereto, are legal, valid and binding instruments, enforceable (subject to the limitations referred to in clause (e) below) against Canada in accordance with their terms.

(c) There has not existed and after giving effect to the consummation of the transactions contemplated hereby, there shall not exist (i) any Event of Default under and as defined in the Lease, (ii) any condition, act or

event which with the giving of notice or the lapse of time or both would constitute any such Event of Default under and as defined in the Lease, or (iii) any Casualty Occurrence under and as defined in the Lease.

(d) The Lease is in full force and effect and has not been supplemented, amended or otherwise modified, other than pursuant to the Supplemental Participation Agreement and pursuant to this Agreement.

(e) Proceedings may be brought against Canada in the Federal Court of Canada for a judgment with regard to any claims or rights arising out of or relating to the obligations of Canada hereunder or under the Lease as amended hereby. No law in Canada requires the consent of any public official or authority for proceedings to be brought or judgment to be obtained against Canada arising out of or relating to the obligations of Canada hereunder or under the Lease Agreement as amended hereby; nor is there any immunity from jurisdiction available to Canada in any such action in the Federal Court of Canada. Although any judgment obtained in proceedings brought in the Federal Court of Canada against Canada is not capable of being enforced by execution against Canada, any final money judgment and costs awarded against Canada in any such proceedings are required by the Federal Court Act (Canada) to be paid out of the Consolidated Revenue Fund of Canada (as defined in the Financial Administration Act (Canada)).

(f) Schedule B sets forth in United States Dollars a true and correct copy of the schedule of rental payments due under the Lease from the date hereof until the expiration of the Lease by its terms.

(g) Since it was organized, the Lessee has not been subject to a failure by Parliament to appropriate funds in respect of any obligations of the Lessee.

(h) No authorization, consent or approval of, notice to or filing with, any governmental or public body or authority in Canada is required under the laws of Canada or any province thereof with respect to the entering into or performance of this Agreement, the Participation Agreement (as amended and supplemented by this Agreement), the Lease (as amended and supplemented by this Agreement), or the CSA, by the Lessee, except those which have been duly obtained or accomplished.

11. Representations and Warranties of Trustee.
The Trustee represents and warrants as follows:

(a) It is a national banking association validly existing and in good standing under the laws of the United States.

(b) It has the corporate power, authority and legal right to carry on its business as now conducted, and is duly authorized and empowered to execute and deliver this Agreement and to fulfill and comply with the terms, conditions and provisions hereof.

(c) This Agreement has been duly authorized, executed and delivered by the Trustee and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitutes the valid and binding obligation of the Trustee, enforceable against the Trustee in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or by general principles of equity.

(d) The Trust Estate is free and clear of all liens, charges and encumbrances created by the Trustee, except Permitted Liens. The Trustee has delivered to Assignor a true and correct schedule of, and copies of, all filings, recordings or similar documents which were filed or recorded in any jurisdiction in connection with the Transaction or the Transaction Documents so as to evidence, confirm or perfect the Trustee's ownership of the Trust Estate.

12. Representations and Warranties of Permanent Investor. The Permanent Investor represents and warrants as follows:

(a) It is a corporation, duly organized validly existing and in good standing under the federal laws of Canada.

(b) It has the corporate power, authority and legal right to carry on its business as now conducted, and is duly authorized and empowered to execute and deliver this Agreement and to fulfill and comply with the terms, conditions and provisions hereof.

(c) This Agreement has been duly authorized, executed and delivered by the Permanent Investor and, assuming due authorization, execution and delivery thereof by the

other parties thereto, constitutes the valid and binding obligation of the Permanent Investor, enforceable against the Permanent Investor in accordance with its terms except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or by general principles of equity.

(d) Schedule C sets forth in United States dollars a true and correct copy of the schedule of amortization of the CSA Indebtedness.

13. Representations and Warranties of Agent. The Agent represents and warranties as follows:

(a) It is a corporation duly organized, validly existing and in good standing under the laws of the State of Maryland.

(b) It has all power, authority and legal rights and is duly authorized (i) as Agent under the Participation Agreement and (ii) as Assignee of the Builder pursuant to the Builder Assignment, between the Builder and the Agent, to execute and deliver this Agreement and to fulfill and comply with the terms, conditions and provisions hereof. Pursuant to the Builder Assignment, the Agent has all rights of the Builder under the Transaction Documents, including, without limitation, the right and authority to consent to the amendments to the Lease on behalf of the Builder, and the Builder has no residual interest in the Trust Estate.

(c) This Agreement has been duly authorized, executed and delivered by the Agent and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitute valid and binding obligations of the Agent, enforceable against the Agent in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or by general principles of equity.

(d) Schedule C sets forth in United States dollars a true and correct copy of the schedule of amortization of the CSA Indebtedness.

14. Representations and Assignment by AmeriGas. AmeriGas acknowledges and approves this Agreement and represents that, except as set forth in the AmeriGas Assignment Agreement, all rights, titles, and interests at any time

possessed by AmeriGas in any of the Equipment, the Trust Estate and the Transaction Documents have been assigned and transferred to Assignor pursuant to the AmeriGas Assignment Agreement, but notwithstanding and without limiting the foregoing, AmeriGas hereby assigns and transfers to Assignee any remaining rights, titles and interests that AmeriGas may have in the Equipment, the Trust Estate or any of the Transaction Documents, except for those rights reserved to AmeriGas pursuant to the AmeriGas Assignment Agreement and Section 4 of this Agreement. AmeriGas hereby consents to the transfer of the Transferred Rights from Assignor to Assignee and to the form and substance of this Agreement and to the amendments to the Transaction Documents effected by this Agreement. AmeriGas represents and warrants that it is not in default of any of its obligations under the Transaction Documents and to the best of its knowledge, no default has occurred and is continuing, and no event has occurred which, with notice of lapse of time or both, would constitute such a default under the Transaction Documents.

15. Trustee's and Agent's Authorizations. The Trustee is authorized by Assignor's signature below and by the Agent's signature below to execute and deliver this Agreement. The Agent is authorized by the Permanent Investor's signature below to execute and deliver this Agreement.

16. Opinions of Counsel. At the closing: (a) Assignor shall deliver to Assignee an opinion of its special Canadian counsel, addressed to Assignee, indicating that if there occurs an Event of Default under the Lease by reason of the failure to obtain the necessary Parliamentary appropriations, proceedings may be brought against Canada in the Federal Court of Canada or against the Board in any court of a province of Canada declaring that there has been an Event of Default under the Lease and that the Trustee has the right to take possession of all or any of the Equipment; and (b) each of the Lessee, the Trustee, the Agent and the Permanent Investor shall deliver an opinion of its counsel, addressed to the Assignee and the Assignor, as to the matters contained in the representations and warranties of such party set forth in this Agreement, and as to such other matters as Assignor or Assignee may reasonably request.

17. Notices. All notices, requests, demands or other communications to or upon a party hereto in connection herewith shall be in writing and shall refer specifically to this Agreement, and shall be personally delivered or sent by telecopy or other electronic facsimile transmission or by registered mail postage prepaid, to the respective address

specified below of such party or to such other address as such party may hereafter specify to the other in writing, and shall be effective upon receipt:

To Lessee:

The Canadian Wheat Board
423 Main Street
Winnipeg, Manitoba R3C 2P5
Canada
Attention: Treasurer/Comptroller

To Assignor:

AmeriLease, Inc.
c/o Phoenix Ventures, Inc.
Suite 6000
901 Main Street
Dallas, Texas 75202
Attention: Chairman

To Assignee:

NEMLC Leasing Corporation
28 State Street
Boston, Massachusetts 02109
Attention: General Counsel

To AmeriGas:

AmeriGas, Inc.
P.O. Box 858
Valley Forge, Pennsylvania 19482
or
460 North Gulph Road
King of Prussia, Pennsylvania 19406
Attention: General Counsel

To Trustee:

First Security Bank of Utah, N.A.
79 South Main Street,
Salt Lake City, Utah 84111
Attention: Trust Division.
Corporate Trust Department

To Agent:

Mercantile-Safe Deposit and Trust
Company
P.O. Box 2258
Two Hopkins Plaza
Baltimore, Maryland 21203
Attention: Corporate Trust Department
G Level

To Permanent Investor:

Crown Life Insurance Co.
120 Bloor Street East
Toronto, Ontario
Canada M4W 1B9

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto; provided, that as between Lessee and the other parties hereto, any assignment of rights by such other parties shall be subject to the Financial Administration Act (Canada) as in effect on the date hereof. Notwithstanding the foregoing, Assignor shall not be permitted to assign any of its rights hereunder without Assignee's prior written consent. No permitted assignment by Lessee of its rights or permitted delegation by Lessee of its obligations hereunder or under the Lease shall relieve Lessee of its primary liability to perform such obligations.

20. Amendment and Waiver.

(a) No provision of this Agreement may be amended, changed, waived or discharged orally, but only by an instrument in writing specifying the provision intended to be amended, changed, waived or discharged and signed by the party against whom enforcement of such amendment, change, waiver or discharge is sought; and no provision of this Agreement shall be varied, contradicted or explained by any oral agreement, course of dealing or performance or any other matter not set forth in an agreement in writing and signed by the party against whom enforcement of such agreement is sought.

(b) No delay or failure in exercising, protecting or enforcing any rights, titles, interests or remedies and no course of dealing or performance with respect thereto shall constitute a waiver thereof, nor shall any single or partial exercise, protection or enforcement of any such right, title, interest or remedy preclude any other or further exercise, protection or enforcement thereof or the exercise, protection or enforcement of any other right, title, interest or remedy. The express waiver by any party hereto of any right, title, interest or remedy in a particular instance or circumstance shall not constitute a waiver thereof in any other instance or circumstance. All rights and remedies shall be cumulative and not exclusive of any other rights or remedies and each of the parties hereto may exercise and enforce all of its rights and remedies at any time or from time to time as often and in such order as it may deem expedient in its sole and complete discretion.

21. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

22. Effective Date. This Agreement shall become effective upon the closing of the sale and purchase contemplated by the Purchase Agreement.

23. Further Assurances. Each party agrees that from time to time after the date hereof, it shall execute and deliver or cause to be executed and delivered such instruments, documents and papers, and take all such further action as may be reasonably required in order to consummate

more effectively the purposes of this Agreement and to implement the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered on the day and year first above written.

AMERILEASE, INC.

By: Peter T. Rochow
Its: VICE PRESIDENT

NEMLC LEASING CORPORATION

By: Kathleen J. Glavin
Its: Vice President

THE CANADIAN WHEAT BOARD,
a body corporate acting as
agent of Her Majesty in right
of Canada.

By: _____
Its: _____

AMERIGAS, INC.

By: _____
Its: _____

more effectively the purposes of this Agreement and to implement the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered on the day and year first above written.

AMERILEASE, INC.

By: _____

Its: _____

NEMLC LEASING CORPORATION

By: _____

Its: _____

THE CANADIAN WHEAT BOARD,
a body corporate acting as
agent of Her Majesty in right
of Canada.

By: W. H. Scott

Its: Commissioner

By: [Signature]
Its: Commissioner

AMERIGAS, INC.

By: _____

Its: _____

more effectively the purposes of this Agreement and to implement the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be duly executed and delivered on the day and year first above written.

AMERILEASE, INC.

By: _____

Its: _____

NEMLC LEASING CORPORATION

By: _____

Its: _____

THE CANADIAN WHEAT BOARD,
a body corporate acting as
agent of Her Majesty in right
of Canada.

By: _____

Its: _____

AMERIGAS, INC.

By: 

Its: VICE PRESIDENT & GENERAL COUNSEL

FIRST SECURITY BANK OF UTAH,
N.A., as Trustee

By: _____

Its: _____

/S E A L/

ATTEST:

By: *S. L. Atkinson*

Its: CORPORATE TRUST OFFICER

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent

By: *[Signature]*

Its: VICE PRESIDENT

CROWN LIFE
INSURANCE COMPANY, as
Permanent Investor

By: _____

Its: _____

FIRST SECURITY BANK OF UTAH,
N.A., as Trustee

By: Don M Dahl
Its: TRUST OFFICER

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent

By: _____
Its: _____

CROWN LIFE
INSURANCE COMPANY, as
Permanent Investor

By: _____
Its: _____

FIRST SECURITY BANK OF UTAH,
N.A., as Trustee

By: _____

Its: _____

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent

By: _____

Its: _____

CROWN LIFE INSURANCE
COMPANY, as
Permanent Investor

By: Susan LMK HAN

Its: Assistant Vice-President
Private Placements

Commonwealth
~~STATE OF Massachusetts~~
COUNTY OF *Suffolk*) SS.:

On this *27th* day of *March*, 1989, before me, the undersigned, personally appeared Peter T. Pochna, to me known, who, being by me duly sworn, did depose and say that he resides at 320 East 52nd Street, New York, New York; that he is Vice President of AMERILEASE, INC., the corporation described in and which executed the above instrument; that by order of the Board of Directors of said corporation, he signed his name thereto.

Antoinette M. Bacci

Notary Public
My Commission Expires 10/9/92

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK) SS.:

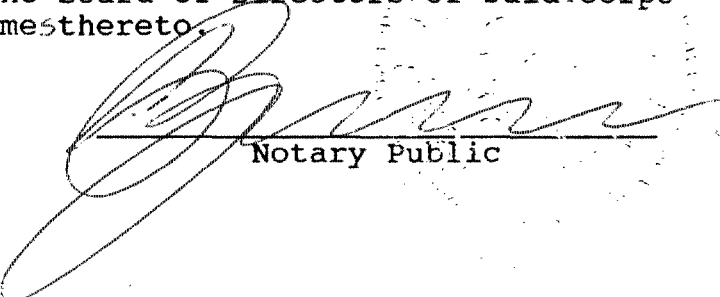
On this *27th* day of *March*, 1989, before me, the undersigned, personally appeared *Matthew J. McManara*, to me known, who, being by me duly sworn, did depose and say that he resides at *9 Seneca Rd., Winchester, MA 01890*; that he is *Vice President* of NEMLC LEASING CORPORATION, the corporation described in and which executed the above instrument; that by order of the Board of Directors, committee or designee of said corporation, he signed his name thereto.

Antoinette M. Bacci

Notary Public
My Commission Expires 10/9/92

PROVINCE OF MANITOBA)
) ss.:
CANADA)

On this 20th day of March, 1989, before me, the undersigned, personally appeared W.H. SMITH & R.H. KLASSEN, to me known, who, being by me duly sworn, did depose and say that they reside at Winnipeg, Canada; that they ~~is~~ are Commissioners of THE CANADIAN WHEAT BOARD, the corporation described in and which executed the above instrument; that by order of the Board of Directors of said corporation, they signed ~~his~~ their name ~~thereto~~.



Notary Public

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 198____, before me, the undersigned, personally appeared _____, to me known, who, being by me duly sworn, did depose and say that he resides at _____; that he is _____ of AMERIGAS, INC., the corporation described in and which executed the above instrument; that by order of the Board of Directors of said corporation, he signed his name thereto.

Notary Public

)
) SS.:
)

On this day of , 198 , before me, the undersigned, personally appeared , to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is of THE CANADIAN WHEAT BOARD, the corporation described in and which executed the above instrument; that by order of the Board of Directors of said corporation, he signed his name thereto.

Notary Public

STATE OF PENNA.)
) SS.:
COUNTY OF Montgomery)

On this 23rd day of February , 1989, before me, the undersigned, personally appeared Lon R. Greenberg , to me known, who, being by me duly sworn, did depose and say that he resides at Philadelphia, Pennsylvania ; that he is VP & Gen'l Counsel of AMERIGAS, INC., the corporation described in and which executed the above instrument; that by order of the Board of Directors of said corporation, he signed his name thereto.


Notary Public

Notarial Seal
Sandra J. Collazzo, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires April 1, 1991

Member, Pennsylvania Association of Notaries

STATE OF Utah)
) ss.:
COUNTY OF Salt Lake)

On this 27 day of Jan, 1989, before me, the undersigned, personally appeared Nancy M. Dahl, to me known, who, being by me duly sworn, did depose and say that she resides at Salt Lake City, Utah; that she is a Trust Officer of FIRST SECURITY BANK OF UTAH, N.A., the corporation described in and which executed the above instrument; that by order of the Board of Directors of said corporation, he signed his name thereto.

Edith W. Ogilvie
Notary Public
My Commission Expires 10-26-89

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 198____, before me, the undersigned, personally appeared _____, to me known, who, being by me duly sworn, did depose and say that he resides at _____; that he is _____ of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, the corporation described in and which executed the above instrument; that by order of the Board of Directors of said corporation, he signed his name thereto.

Notary Public

STATE OF)
) SS.:
COUNTY OF)

On this day of , 198 , before me, the undersigned, personally appeared , to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is of FIRST SECURITY BANK OF UTAH, N.A., the corporation described in and which executed the above instrument; that by order of the Board of Directors of said corporation, he signed his name thereto.

Notary Public

STATE OF *Maryland*)
) SS.:
COUNTY OF *Baltimore*)

On this *24th* day of *January*, 198*9*, before me, the undersigned, personally appeared *R. E. Schreiber* , to me known, who, being by me duly sworn, did depose and say that he resides at *2610 WENTWORTH ROAD, BALTIMORE, MD 21234* ; that he is *VICE PRESIDENT* of *MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY*, the corporation described in and which executed the above instrument; that by order of the Board of Directors of said corporation, he signed his name thereto.

Patricia A. Conn

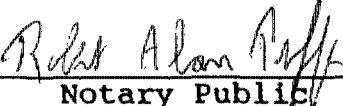
Notary Public

MY COMMISSION EXPIRES JULY 1, 1990

Province of
Ontario

)
) ss.:
)

On this 13 day of February, 1989, before me, the undersigned, personally appeared Susan Luke Hill, to me known, who, being by me duly sworn, did depose and say that she resides at the City of Toronto; that she is an Assistant Vice President of CROWN LIFE INSURANCE COMPANY, the corporation described in and which executed the above instrument; that by order of the Board of Directors of said corporation, he signed his name thereto.



Notary Public

SCHEDULE A

TRANSACTION DOCUMENTS

1. Participation Agreement dated as of September 15, 1980, among The Canadian Wheat Board, Lessee, Mercantile-Safe Deposit and Trust Company, Agent, AmeriGas, Inc., Owner, First Security Bank of Utah, N.A., Trustee, and Morgan Guaranty Trust Company of New York, Investor, as supplemented and amended by Supplemental Participation Agreement and Amendment, dated as of July 15, 1982, among the Lessee, Agent, Owner, Trustee, Investor and New England Mutual Life Insurance Company, Permanent Investor, and Amended and Restated Participation Agreement, dated as of July 15, 1982, among the same parties.
2. Amended and Restated Lease of Railroad Equipment, dated as of September 15, 1980, as amended and restated as of July 15, 1982, between The Canadian Wheat Board, Lessee, and First Security Bank of Utah, N.A., as Trustee, Lessor, covering 200 covered hopper cars.
3. Trust Agreement, dated as of September 15, 1980, among Mercantile-Safe Deposit and Trust Company, as Agent, AmeriGas, Inc., Owner, and First Security Bank of Utah, N.A., Trustee, covering the lease of railroad equipment to The Canadian Wheat Board, as amended.
4. Conditional Sale Agreement, dated as of September 15, 1980, between First Security Bank of Utah, N.A., as Trustee, and National Steel Car Limited, as amended and supplemented.
5. Agreement and Assignment, dated as of September 15, 1980, between National Steel Car Limited and Mercantile-Safe Deposit and Trust Company, as Agent, as amended.
6. Closing Certificates delivered by AmeriGas, Inc. on December 23, 1980 and August 12, 1982.
7. Letter dated December 12, 1980 from AmeriGas, Inc. to Sidley & Austin relating to interpretation of Lease.
8. Letter Agreement, dated January 6, 1981, between AmeriGas, Inc. and United States Lease Financing, Inc.

9. October 28, 1982 Letter to and acknowledgement of The Canadian Wheat Board as to the effectiveness of the Assignment of AmeriGas' Ownership Interest (as defined in the Trust Agreement).
10. Agreement, dated as of December 1, 1982 between AmeriGas, Inc. and AmeriLease, Inc. transferring AmeriGas' right, title and interest in the railroad equipment leased to The Canadian Wheat Board.
11. Assignment and Assumption Agreement, dated as of December 1, 1982, between AmeriLease, Inc. and AmeriGas, Inc. made pursuant to Trust Agreement transfer provisions.
12. Agreement of Transferee, dated as of December 1, 1982, executed by AmeriLease, Inc. and accepted as satisfactory by the Trustee and the Agent, and confirmed by AmeriGas, Inc.
13. Minimum to Lessor in the event of Termination or Casualty Schedule, dated September 16, 1982, between AmeriGas, Inc. and United States Lease Financing, Inc.
14. Assumption Agreement, dated August 7, 1986, between AmeriLease, Inc. and AmeriGas, Inc.
15. Assignment and Assumption Agreement, dated August 12, 1986, among RCC Aircraft Leasing, Inc., UGI Corporation and AmeriGas, Inc.

SCHEDULE B

Schedule of
Rental Payments

<u>Period Ends</u>	<u>Rental Payment (in U.S. Dollars)</u>
1/2/89	\$505,080.63
7/2/89	\$505,080.63
1/2/90	\$505,080.63
7/2/90	\$505,080.63
1/2/91	\$505,080.63
7/2/91	\$505,080.63
1/2/92	\$505,080.63
7/2/92	\$505,080.63
1/2/93	\$505,080.63
7/2/93	\$505,080.63
1/2/94	\$505,080.63
7/2/94	\$505,080.63
1/2/95	\$505,080.63
7/2/95	\$505,080.63
1/2/96	\$505,080.63
7/2/96	\$505,080.63
1/2/97	\$505,080.63
7/2/97	\$505,080.63
1/2/98	\$505,080.63
7/2/98	\$505,080.63
1/2/99	\$505,080.63
7/2/99	\$505,080.63
1/2/00	\$505,080.63
7/2/00	\$505,080.63
1/2/01	\$505,080.63
7/2/01	\$500,360.00
1/2/02	\$500,360.00
7/2/02	\$500,360.00
1/2/03	\$500,360.00
7/2/03	\$500,360.00
1/2/04	\$500,360.00
7/2/04	\$500,360.00
1/2/05	\$500,360.00
7/2/05	\$500,360.00

SCHEDULE C

Amortization of CSA Indebtedness
(in United States dollars)

<u>DATE</u>	<u>DEBT SERVICE</u>	<u>INTEREST</u>	<u>PRINCIPAL</u>	<u>BALANCE</u>
1/2/1989	\$505,080.63	\$433,432.03	\$ 71,648.60	\$5,262,899.55
7/2/1989	\$505,080.63	\$427,610.59	\$ 77,470.04	\$5,185,429.51
1/2/1989	\$505,080.63	\$421,316.14	\$ 83,764.49	\$5,101,665.02
7/2/1990	\$505,080.63	\$414,510.28	\$ 90,570.35	\$5,011,094.67
1/2/1991	\$505,080.63	\$407,151.44	\$ 97,929.19	\$4,913,165.48
7/2/1991	\$505,080.63	\$399,194.69	\$105,885.94	\$4,807,279.54
1/2/1992	\$505,080.63	\$390,591.46	\$114,489.17	\$4,692,790.37
7/2/1991	\$505,080.63	\$381,289.21	\$123,791.42	\$4,568,998.95
1/2/1993	\$505,080.63	\$371,231.16	\$133,849.47	\$4,435,149.48
7/2/1993	\$505,080.63	\$360,355.89	\$144,724.74	\$4,290,424.74
1/2/1994	\$505,080.63	\$348,597.00	\$156,483.63	\$4,133,941.11
7/2/1994	\$505,080.63	\$355,882.71	\$169,197.92	\$3,964,743.19
1/2/1995	\$505,080.63	\$322,135.38	\$182,945.25	\$3,781,797.94
7/2/1995	\$505,080.63	\$307,271.08	\$197,809.55	\$3,583,988.39
1/2/1996	\$505,080.63	\$291,199.05	\$213,881.58	\$3,370,106.81
7/2/1996	\$505,080.63	\$273,821.17	\$231,259.46	\$3,138,847.35
1/2/1997	\$505,080.63	\$255,031.34	\$250,049.29	\$2,888,798.06
7/2/1997	\$505,080.63	\$234,714.83	\$270,365.80	\$2,618,432.26
1/2/1998	\$505,080.63	\$212,747.61	\$292,333.02	\$2,326,099.24
7/2/1998	\$505,080.63	\$188,995.56	\$316,085.07	\$2,010,014.17
1/2/1999	\$505,080.63	\$163,313.64	\$341,766.99	\$1,668,247.18
7/2/1999	\$505,080.63	\$135,545.07	\$369,535.56	\$1,298,711.62
1/2/2000	\$505,080.63	\$105,520.31	\$399,560.32	\$ 899,151.30
7/2/2000	\$505,080.63	\$ 73,056.03	\$432,024.60	\$ 467,126.70
1/2/2001	\$505,080.74	\$ 37,954.04	\$467,126.70	\$ 0.00